

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**MASON TENDERS DISTRICT COUNCIL  
WELFARE FUND; MASON TENDERS DISTRICT  
COUNCIL PENSION FUND; MASON TENDERS  
DISTRICT COUNCIL ANNUITY FUND; MASON  
TENDERS DISTRICT COUNCIL TRAINING  
FUND; MASON TENDERS DISTRICT COUNCIL  
HEALTH AND SAFETY FUND; AND DOMINICK  
GIAMMONA as FUNDS’  
CONTRIBUTIONS/DEFICIENCY MANAGER,**

**Plaintiffs,**

**-against-**

**NEW LAND INTERIORS CORP.; ALL STATE INTERIOR DEMOLITION INC.; MILLENNIUM SERVICES, LLC; ALL STATE INTERIOR NJ CORP.; GENERAL INTERIORS LLC; and UNITED INTERIOR RENOVATIONS LLC,**

## Defendants.

**Case No.:**  
**22-cv-08565 (JGLC)**

## CONSENT JUDGMENT

**WHEREAS**, Plaintiffs Mason Tenders District Council Welfare Fund; Mason Tenders District Council Pension Fund; Mason Tenders District Council Annuity Fund; Mason Tenders District Council Training Fund; Mason Tenders District Council Health and Safety Fund; and Dominick Giammona, in his fiduciary capacity as Funds’ Contributions/Deficiency Manager (collectively referred to hereinafter as “Plaintiffs”) commenced the above captioned action pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”) to recover delinquent contributions owed by Defendants New Land Interiors Corp.; All State Interior Demolition Inc.; Millennium Services, LLC; All State Interior NJ Corp.; and General Interiors

LLC (collectively referred to hereinafter as “Defendants”)<sup>1</sup> to recover delinquent fringe benefit contributions, dues checkoffs and Political Action Committee (“PAC”) contributions owed by Defendants to the Funds;

**WHEREAS**, at all times relevant to this action, Defendant All State Interior Demolition, Inc. was a member of the Interior Demolition Contractors Association (“IDCA”) and bound by the collective bargaining agreements (“Agreements”) negotiated and entered into between the IDCA and the Mason Tenders District Council (“Union”), to which Plaintiffs are third-party beneficiaries;

**WHEREAS**, at all relevant times, Defendants were single employers bound to the Agreements and jointly and severally liable for each other’s obligations and liabilities under the Agreements;

**WHEREAS**, pursuant to audits conducted of Defendants’ books and records, Defendants failed to pay \$6,385,848.35 in principal fringe benefit contributions, dues checkoffs and PAC contributions (“Delinquency”) owed to Plaintiffs for work performed by Defendants’ employees during the period January 1, 2019, through September 30, 2022;

**WHEREAS**, pursuant to ERISA §502(g) (29 U.S.C. 1132(g)) and the Agreements, Defendants owe interest on the Delinquency in the amount of \$1,027,110.03, liquidated damages on the Delinquency in the amount of \$1,027,110.03, audit costs in the amount of \$35,908.75, and legal fees and costs in the amount of \$ \$86,588.00, for a total amount owed of \$8,562,565.17;

**WHEREAS**, Plaintiffs and Defendants agree it is in their respective interests to resolve the above captioned action upon the terms set forth in this Consent Judgment;

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<sup>1</sup> Defendant United Interior Renovations LLC has not answered, moved or otherwise responded to the Complaint, has not appeared at all in this action, and is in default. United Interior Renovations LLC is not included in the defined term “Defendants” herein.

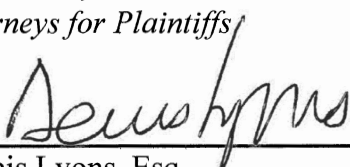
**WHEREAS**, Plaintiffs and Defendants, upon due consideration and having been fully advised of its contents, have consented to the entry of this Consent Judgment;

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**  
as follows:

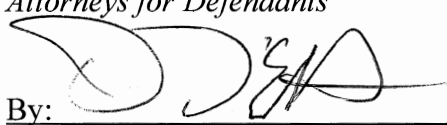
1. Judgment is hereby entered in favor of Plaintiffs and against Defendants in the liquidated amount of \$8,562,565.17, consisting of fringe benefit contributions, dues checkoffs and PAC contributions, interest, liquidated damages, audit costs and legal fees and costs in accordance with ERISA §502(g) (29 U.S.C. 1132(g));
2. This Consent Judgment will be binding upon Plaintiffs and Defendants, and each of their respective successors and assigns;
3. This Court retains jurisdiction solely to enforce compliance with the terms of this Consent Judgment.

Dated: New York, New York  
June 11, 2024

GORLICK, KRAVITZ & LISTHAUS, P.C.  
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SO ORDERED:

  
Hon. Jessica G. L. Clarke, U.S.D.J.

Any pending motions are moot. All conferences are canceled. The Clerk of Court is directed to CLOSE the case.

Dated: June 14, 2024  
New York, New York